

Syracuse Regional Airport Authority
Construction Administration/Construction Inspection: Centralized Deicing
Facility (CDF) Construction
Request for Qualifications Reference #2026-12

Issued: May 29, 2026

Submission Deadline: June 19 at 1:00 PM EST

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until the Authority executes the contract. Proposers are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contact person (if any) and/or the designated email address for contact. Please refer to Sections 2.2 and 2.3 below. All contacts/inquiries shall be made by email only to bids@syrairport.org.

All Proposals must be received prior to June 19, at 1:00 PM EST

Please include "RFQ Reference #2026-12 in the subject line of the email submission.

1. GENERAL INFORMATION

1.1. Background

The Syracuse Regional Airport Authority (the "Authority") was created by the New York State Legislature on August 17, 2011, by Chapter 463 of the Laws of 2011. The Authority is the operator of the Syracuse Hancock International Airport in Syracuse, New York. The Authority is a New York State public benefit corporation established for the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure air travel in the region, (iv) providing citizens with efficient and economical air transportation options, and (v) to protect and enhance the natural resources and quality of the environment.

1.2. Intent and Purpose of this RFQ

The intent and purpose of this Request for Qualifications (the "RFQ") is to solicit qualifications for the selection of a firm or firms to provide construction administration and construction inspection (CA/CI) services for the centralized deicing facility, with construction expected to begin in 2026, for a duration of 15-17 months. Inspection services include daily observations to ensure compliance with drawing specifications, completion of special inspections, prompt notification of non-compliance with construction specifications or quality issues and working closely with the SRAA to ensure projects meet expectations.

1.3 Key Dates in the RFQ Schedule

It is anticipated that a Project award will be made in connection with this Request for Qualifications (RFQ) based on the following schedule:

May 29, 2026	Issuance of Request for Qualifications
June 12, 2026, 4:00 PM	Question/Clarification Submission Deadline
June 19, 2026, 1:00 PM	Proposal Submission Deadline

Please note: The Authority reserves the right to change any of the dates stated in this RFQ. If such change occurs, the Authority will notify all entities who received the RFQ directly from the Authority and post the change(s) on the Syracuse Regional Airport Authority's website, which is part of the Syracuse Hancock International Airport website (<https://syrairport.org/sraa/bids-RFQ-rfq/>) Interested parties that receive this

RFQ or access it from a source other than the Authority do so at their own risk and assume the responsibility for ensuring they have all current information and requirements.

1.4 Amendment or Termination of RFQ

RFQ Amendment, Cancellation/Postponement: The Syracuse Regional Airport Authority reserves the right to amend, cancel or postpone this RFQ at any time without penalty. The Syracuse Regional Airport Authority reserves the right to terminate or cancel any contract awarded pursuant to this RFQ, either pre or post execution, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the selected proposer.

1.5 Unbalanced Proposals

The Syracuse Regional Airport Authority reserves the right to reject any and all proposals at any time not deemed in the best interest of the Authority and to reject as informal such proposals, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

1.6 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFQ should be submitted via email, citing the relevant RFQ page(s) and section(s), by the date and time identified in section 1.3 above to bids@syrairport.org. Please include RFQ Reference #2026-12 in the subject line. Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be posted on the Authority's website at <https://syrairport.org/sraa/bids-RFQ-rfq/>.

Proposers that receive this RFQ or access it from a source other than the Authority do so at their own risk as the Authority's website is the sole official publication of the RFQ and addendum. The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses and no allowance will be made for a Proposer that submitted a proposal that is not in compliance with the RFQ requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquiries and/or changes.

By submitting a proposal to the Authority in response to this RFQ, each Proposer agrees and represents and warrants that the proposer: a) has all information necessary for the Proposer to complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the Proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the Proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to the Authority. Proposer will bear any, and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meetings/tour are informal and are not binding on the Authority.

1.7 Amendments and Addenda

In the event that it becomes necessary to revise this RFQ, such revision will be by an addendum to this RFQ. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ. Further, if a Proposer discovers any conflict, discrepancy, omission or other error in this RFQ, the Proposer shall immediately notify the Authority at bids@syrairport.org, of such error and request modification to the document to address such alleged error. The Authority shall make any RFQ modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one Proposer over another. If a Proposer fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known or discovered by proposer, the Proposer shall assume the risk of such failure to notify. If awarded the contract, the Proposer

shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFQ addenda will be communicated via email to the recipients of the original RFQ.

The Authority is not responsible for a proposer's failure to receive amendments or addenda pertaining to this RFQ. It is incumbent on proposers to routinely check for amendments and addenda at <https://syrairport.org/sraa/bids-RFQ-rfq/> and no allowance will be made for a proposer's failure to receive addenda. As of the date of issuance, there are no designated dates for release of addenda. However, proposers should check the Authority's website frequently beginning at the time of RFQ issuance through the deadline for submission of proposals. It is the sole responsibility of the Proposer to be knowledgeable of all amendments, addenda, questions and answers related to this RFQ.

1.8 Submission Requirements

Proposer's bid, including all required forms attached at Exhibits to this RFQ, shall be submitted via email to bids@syrairport.org in response to this RFQ. The submission shall be clearly labeled with the name of the Proposer, date and must contain the required information for the Proposer. Failure to do so may result in disqualification. Do not include the RFQ in the submission. Bids should be submitted in the following format:

Company summary	1 page
Project approach and prior experience in CI services	5 pages
Ability to complete special inspections	1 page
Quality and Safety Controls	2 pages
References and contact information	3 pages
Project team experience	2 pages

Proposers should also be willing and able to provide additional information that may be required. In addition, interviews may be requested at the discretion of any RFQ review or ad hoc Committee appointed by the Authority.

All information and materials submitted to the Authority in response to this RFQ will become the property of the Authority. Proposers shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations. If any such information is included, it shall be clearly identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

By submitting a bid to the Authority in response to this RFQ, each Proposer agrees and represents and warrants that the Proposer: a) has all information necessary for the Proposer to complete and submit a fully responsive bid to the Authority; b) that if awarded the contract, that the Proposer has all the necessary skills and resources to complete the contract for the amount stated in the bid; and c) that the Proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the Proposers bid to the Authority. Proposer will bear any, and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meeting/tour are informal and are not binding on the Authority.

2.0 Proposals and Qualifications Review

Upon receipt of proposals, the Authority's shall internally review each submission and make a selection on the basis of competency, experience and ability to perform the services required. The Authority reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

The Authority may award the project(s), following the required approvals, if it determines such project(s) is/are in the best interest of the Authority.

2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFQ with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFQ is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFQ must be sent via email to bids@syrairport.org. Please indicate RFQ Reference # 2026-12 in the subject line of the email.

2.3 New York State Finance Law Sections 139-j and 139-k

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the “Statute”), certain restrictions are placed on contact with State agencies, including public entities such as the Authority, during the procurement process. The term “contact” is defined in the Statute as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement.” Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact the Authority. The term “offeror” is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offeror.” The “restricted period” is defined in the Statute as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.” Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offeror is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. The Non-Collusive Proposal Certification can be found on the SRAA website. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit <https://online.ogs.ny.gov/legal/lobbyinglawfaq/> for information.

VIOLATIONS OF THE FOREGOING SECTIONS 2.2 and 2.3 SHALL BE STRICTLY ENFORCED AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL TO WHICH IT PERTAINS.

2.4 Exceptions

Any and all exceptions to this RFQ must be clearly and completely indicated in proposals submitted. Please be advised that any exceptions to the requirements in this RFQ may be cause for a proposer’s proposal to be disqualified.

2.5 Proposal Costs

The Proposers’ costs for the Proposers’ entire submittal effort shall be borne by the Proposer. The Authority will not reimburse any Proposer or other firm for any costs associated with its submittal effort.

2.6 Whistleblower Policy and Procedures

The selected Proposer will be required to comply with and perform its services under the contract in accordance with any and all Whistleblower Policy and Procedures adopted by the Authority and available on its website at syrairport.org/sraa.

2.7 DBE Program

This project is funded by a Federal Aviation Administration grant and requires the Proposer and successful Proposer to comply with Disadvantaged Business Enterprise compliance goals. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the Federal Disadvantaged Business Enterprise compliance program. Any conflicts between this solicitation and those regulations shall be resolved in favor of the regulations. Each Proposer shall, in accordance with the regulations, make good faith efforts and, in a manner that can be established in documentary form, solicit active participation by certified DBE's in connection with any contract resulting from this RFQ. These regulations, and any contract to be entered into between the Authority and the successful proposer, will impose reporting obligations on the awarded consultant to periodically report DBE information to the Authority. Failure to do so will result in a finding of non-responsiveness and rejection of that proposal. For purposes of this solicitation, the Authority has established an overall goal of (6%) for Disadvantaged Business Enterprise (DBE) participation for the project*.

**Pursuant to U.S. Department of Transportation Interim Final Rule (IFR), effective October 3, 2025, the NYS Unified Certification Program (UCP) must complete the reevaluation process provided in 49 CFR § 26.111 for all DBE certifications, and until such time the UCP may not include DBE contract goals or count any participation toward overall DBE goals. NYS UCP has therefore, as of the date hereof, paused goal setting and awards that include DBE goals (see [NYSUCP DBE Directory and Application Portal](#)). In the event NYS UCP has completed said evaluation process and certified DBEs in accordance with the IFR and new federal eligibility standards prior to execution of the Project Agreement between Authority and the selected Proposer, the selected Proposer shall comply with the Authority's established DBE goal. Nothing in this RFQ or resultant Project Agreement with the selected Proposer shall require the termination, rescission, amendment, breach or otherwise interfere with any executed contracts between the selected Proposer and any consultants/subconsultants concerning the Project in the event of NYS UCP completes its reevaluation and certification of DBEs after execution of the Project Agreement between Authority and the selected Proposer.*

2.8 Required Federal Solicitation/Contract Clauses (Current as of March 17, 2026)

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific solicitation provisions in all solicitations for the following types of grant funded projects:

1. Construction Development,
2. Equipment Acquisitions, and
3. Professional Services (A/E) Contracting.

This project will be funded, at least in part, with Federal monies. In addition, the contract awarded to the winning Proposer will include a number of mandatory Federal contract clauses that will bind the consultant and its subconsultants to those clauses (Exhibit C hereto).

Required Solicitation Clauses

FAA BUY AMERICAN PREFERENCE

The Consultant certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Proposer or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Proposer or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Proposer or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all consultants will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

DAVIS-BACON REQUIREMENTS

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

CERTIFICATION OF OFFEROR/PROPOSER REGARDING DEBARMENT

By submitting a bid under this solicitation, the Proposer or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful Proposer, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful Proposer will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Proposer Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Proposer or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Proposer or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Proposer or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime consultant's commitment; and
- 6) If Proposer or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Proposer or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subconsultant quote submitted to the Proposer when a non-DBE subconsultant was selected over a DBE for work on the contract.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Proposer or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROCUREMENT OF RECOVERED MATERIALS

Consultant and subconsultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subconsultants

are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the consultant can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

2.9 Conditions, Terms and Limitations

This RFQ is subject to the specific conditions, terms and limitations stated below:

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful Proposer prior to commencing work.
3. Final designation of a Proposer will depend on satisfaction of all additional RFQ documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.
4. No transaction will be consummated if any selected Proposer or principal of a selected Proposer or any member of the Proposer's development team is in arrears or in default upon any debt, lease, contract or obligation regarding the Authority or Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFQ by any such Proposer.
5. The Authority reserves the right to:
 - a. Negotiate with one or more Proposers, and/or negotiate on terms other than those set forth herein.
 - b. At any time, waive compliance with, or change any of the terms and conditions of this RFQ, to entertain modifications or additions to selected bids.
6. This RFQ does not represent any obligation or agreement whatsoever on the part of the Authority. Any such obligation or agreement may only be incurred or entered into by written agreement

authorized by the Board of the Authority, approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.

7. Mere selection of a Proposer will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals are received and the insurance, agreement and all related documents are fully approved and executed.
8. This RFQ and any agreement or other documents resulting therefrom is subject to Federal, State, or local law or regulation having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
9. In the event of any conflict between the Request for Proposals and the Technical Specifications, the Request for Proposals shall govern.

2.9 EVALUATION PROCESS

2.9.1 General Information

Upon receipt of proposals, the Authority and/or any Ad Hoc Committee it shall appoint for reviewing proposals ("Committee") will review each Proposal and may recommend a Proposer(s) to be awarded a contract to provide the required services at the Airport. Proposers should be willing and able to provide additional information that may be required by the Authority or its Committee. Also, interviews and office visits may be requested at the discretion of the Authority/Committee.

Upon review of proposals submitted by Proposers, the Authority/Committee may, at its discretion, submit to Proposers written questions and requests for clarification relating to their Proposals. Proposers will be provided the period of time in which the written responses to the Authority's requests for clarification must be completed. Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Proposer will be allowed to alter its proposal or add information.

2.9.2 Submission Review

The Authority/Committee will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in this RFQ. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Committee, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further.

2.9.3 Proposal Review Criteria

Proposals will be reviewed based on a variety of criteria, including but not limited to:

1. The education, experience and/or expertise of the Proposer and its principals and key employees.
2. The Proposer's specific experience, stability and history of performance providing the requested services similar to those under consideration.
3. The availability of adequate personnel to provide the requested services safely and efficiently.
4. The Proposer's approach to the planning, organization, supervision, and management of the requested services at the Airport, including communications procedures, problem-solving approaches, costing and other level-of-service factors.
6. Commitment to consistently maintain the highest standards of performance and the expeditious resolution of problems and complaints.
7. The financial stability of Proposer's organization.

8. The recommendations and opinions of each Proposer's previous customers or clients.
9. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits.
10. The Proposer's past experience at the Syracuse Hancock International Airport.
11. Information provided at interview (if required).

The Committee will evaluate each proposal based on a most qualified concept which is a basis for awarding contracts for purchases of goods, equipment, services, concessions and leases of land which prioritizes cost, quality, and efficiency in obtaining various goods and services from responsive and responsible providers. The Authority and its review committee will determine which proposal(s) best satisfies its requirements. The Authority reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated. Proposals failing to meet the requirements of this RFQ may be eliminated from consideration. Qualified staff/individuals will evaluate all submitted proposals. The Authority may request clarification of the proposal.

2.9.4 Reservation of Rights

The Authority reserves the right to:

- i. withdraw or cancel the RFQ at any time and at its sole discretion.
- ii. reject any or all proposals received in response to this RFQ;
- iii. make an award under the RFQ in whole or in part;
- iv. disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFQ;
- v. seek clarifications and revisions of proposals;
- vi. use proposal information obtained through site visits, management interviews and the Authority's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFQ;
- vii. prior to the bid opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- viii. prior to the bid opening, direct proposers to submit proposal modifications addressing subsequent RFQ amendments;
- ix. change any of the scheduled dates;
- x. eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers;
- xi. waive any requirements that are not material;
- xii. negotiate with the successful Proposer within the scope of the RFQ in the best interests of the Authority;
- xiii. conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating with the selected proposer;
- xiv. utilize any and all ideas submitted in the proposals received;
- xv. unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 60 days from the bid opening; and,
- xvi. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.
- xvii. waive or modify minor deviations in the proposals received after prior notification to the Proposers;
- xviii. request best and final offers; and

- xix. Should the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFQ process.

The foregoing is a non-exhaustive list of the Authority's rights and remedies, all of which are hereby expressly reserved whether or not specifically listed.

2.9.5 CONFLICTS OF INTEREST

Members, officers, staff, and employees of the Syracuse Regional Airport Authority may respond to this RFQ only in accordance with the Authority's Code of Ethics.

2.9.6 INSURANCE REQUIREMENTS

Prior to providing any labor or materials, the Consultant shall, at its sole cost and expense, 1) obtain the following insurance coverage with one or more insurers licensed to do business in the State of New York, naming as additional insureds the Syracuse Regional Airport Authority, the City of Syracuse and any other person or entity whom the Proposer is required to defend, indemnify and hold harmless and/or for whom the Consultant is performing work, their tenants, mortgagees, officers, directors, agents, employees and partners; 2) provide to the Authority an insurance certificate and a copy of the policy or other satisfactory evidence of such coverage from the carrier, which coverage shall be maintained until completion and final acceptance of the work; and 3) require that all of its own subconsultants and lower tier consultants obtain and provide same coverage:

- D.1 Insurance covering claims under workmen's compensation, disability benefit, and other similar employee benefit acts. Insurance also covering claims for damages because of bodily injury, occupational disease or sickness, or death of his employees with the following limits:

Worker's Compensation Employer's Liability: Statutory
Bodily Injury by Accident (per Accident): \$ 1,000,000
Bodily Injury by Disease (per Employee): \$ 1,000,000
Bodily Injury by Disease (Policy Limit): \$ 1,000,000

- D.2 Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial General Liability Policy shall include Products and Completed Operations Liability. Further, Products and Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following final completion of the Work. All coverage required under Commercial General Liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

Bodily Injury and Property Damage (per occurrence)	\$2,000,000
Combined Single Limit.	
Products / Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000

The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- D.3 Umbrella form Excess liability coverage with limits of not less than total proposed bid price per occurrence, covering all work performed by the Subconsultant under this Contract.
- D.4 Automobile Liability (Bodily Injury and Property Damage Liability) with limits of not less than \$1,000,000 per occurrence that includes coverage for all owned, non-owned, and hired automobiles.
- D.5 Consultants' Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including motorized equipment used by the Consultant or subconsultants with limits at least high enough to provide for replacement of items critical to project efforts.
- D.6 Such other kinds of insurance as may be required by the Authority or by the general contract documents, each such policy to be in the amount stipulated in the general contract documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Authority.
- D.7 If any operations performed within the scope of this project require the use of any aircraft or watercraft (owned or unowned), the Consultant shall maintain liability insurance satisfactory to the Authority.
- D.8 If any operations performed within the scope of this project include design work, the Consultant shall maintain Professional Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.
- D.9 If any operations performed within the scope of this project include work with hazardous materials, Proposer shall maintain Environmental Impairment Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.
- D.10 The Syracuse Regional Airport Authority and the City of Syracuse shall be named "additional insured" on the General Liability, Automobile, Excess Liability policies, and, if applicable, any liability policies carried on watercraft. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185) or a combination of CG2010(Ed date) and CG2037(Ed Date), or CG2038(Ed Date) and CG2037(Ed Date), or equivalent manuscript wording, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the aforementioned additional insureds, and shall remain in effect for the duration of the contract, including the Completed Operations Period. All policies shall be endorsed for Primary and Non-Contributory, Waive all Rights of Subrogation in favor of the Authority. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to the Authority.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

After a proposer(s) is recommended by the Authority's review committee, and if necessary approved by the Authority's Board, an agreement incorporating the agreed upon compensation and scope of services and other relevant terms will be drafted by the Authority's counsel and submitted to the successful proposer.

Exhibit A

SCOPE OF WORK

The Syracuse Regional Airport Authority is soliciting qualifications from firms to provide Construction Administration and Construction Inspection (CA/CI) services in support of the Centralized Deicing Facility project at Syracuse Hancock International Airport. Construction is expected to begin in Fall 2026, and to be completed prior to the deicing season in 2027/October to November 2027. The selected consultant is expected to coordinate with other ongoing projects at the airport to ensure continuity in operations. This project is funded by Federal Aviation Administration Airport Improvement Grants and must follow applicable FAA requirements. The selected consultant will not be involved with grant documentation. The selected consultant will be responsible for providing the following services, but not limited to:

Construction Administration

- Review of RFI's submitted
- Review submittals from the contractor
- Evaluate material quantities
- Maintain documentation of open items for the project construction

Airport Security

- Compile with the Airport's security requirements.
- Escorting will not be available. Chosen firm is responsible for providing airport badges for their staff and subconsultants.

Photographs

- Take preconstruction photos.
- Take daily construction photos.
- Take postconstruction photos.

Daily Inspection

- On site daily inspection.
- Complete inspector daily diaries/reports.
- Field measure and track daily quantities.
- Provide technical observation of construction.
- Verify materials, items, finishes, and products against submittals.
- Preparation of Material Acceptance Report
- Preparation of Certification and Testing Logbook
- Complete material acceptance forms for delivered and/or installed items.

Project Close Out

- Compile and maintain a project punch list.
- Maintain an active as-built marked up set, to be turned over to the engineer of record for record drawing completion.

Additional Duties

- Complete New York State Department of Transportation and/or Federal Aviation Administration reports or forms as needed.
- Complete any applicable forms as needed, including but not limited to SWPPP inspection

- Attend any additional meetings as requested, that may include exchange of information concerning the project.

Third Party/Special Inspections

- Third party/Special inspections may include the following
 - Concrete construction
 - Masonry construction: level 2
 - Structural steel/steel construction
 - Soils/earthwork
 - Deep driven foundations
 - Exterior window and door assemblies
- Must employ a qualified materials testing firm.
- Coordinate third party inspectors for density, compaction, asphalt coring, rebar placement, concrete compressive test.
- Conduct special inspections for sitework, deep pilings, concrete and rebar placement, structural erections.
- Maintain a certification and testing logbook.

Communication

- Communicate with SRAA project manager as needed.
- Inform SRAA project manager of any unforeseen conditions not within the project plans.
- Advise SRAA project manager of any unsafe construction practices.
- Advise SRAA of work performed that is not compliant with approved drawings and addendum.
- Advise SRAA of any quality issues of work performed by consultant.
- Communicate with project managers, superintendents and project personnel as needed.

Record Keeping System

- All of the above stated tasks and the associated paperwork, forms, and documents shall be maintained in a neat and organized manner in a software approved by SRAA.
- All paperwork, forms, and documents will be turned over to the SRAA at any time.
- All paperwork, forms, and documents will be turned over to the SRAA at the end of the project on a project flash drive.

Performance Bond: Each Proposer shall submit a performance bond duly executed by the Proposer as principal and having as surety thereon a surety company approved by the Authority, in the amount of not less than eighty percent (80%) of the proposed bid. The performance bond shall be submitted to the Authority upon execution of a contract.

Bid Bond: Each bid shall be accompanied by a bid bond in the amount of five percent (5%) of the total bid price, payable to the Owner. The bid bond shall be issued by a surety company authorized to do business in the project location. The bid bond is submitted as a guarantee that the Proposer, if awarded the contract, will enter into the contract and furnish the required performance and payment bonds within the time specified.

Contract: The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Authority and return them to the Office of the Authority (with the required contract bonds and insurance certificates) within ten (10) business days from the date the contract is mailed to the successful Proposer. Any questions or concerns regarding language in the agreement must be addressed within the time period specified.

The Contract does not become binding until both the successful Proposer and the Authority sign it. At that time, and at that time only, does the Contract become binding on all parties. At this point, the Contract is considered fully executed.

Failure to Execute Contract: Failure of a Proposer to comply with any of the requirements of the Proposal, failure to execute the Contract within ten (10) calendar days from the date mailed, as specified, or failure to furnish Contract bonds as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of Proposal or bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages. Award may then be made to the next best qualified Proposer, or the work re- advertised, or otherwise handled as the Owner may elect.

Proposal Requests/Change Orders:

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- B. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 1. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Consultant's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Quotation Form: Use forms acceptable to Engineer or form provided as part of web-based Project management software.
- C. Consultant-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Consultant may initiate a claim by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Proposal Request Form: Use form acceptable to Engineer or form provided as part of web-based Project management software

Change Orders: Change orders must be reviewed and approved prior to work performed. All change orders must be signed by the Authority's project manager and CFO. If change order is considered substantial by the CFO, the change order may be forwarded to the Executive Director for review. The

Authority will not be liable for any costs associated with work performed without authorization.

Proposers Qualifications: Proposers must have experience performing as a prime consultant on similar size and scope projects. Any individual, partnership, or corporation which has been disqualified by the State of New York from acting as prime consultant or subconsultant on State projects shall likewise be disqualified from acting as the prime consultant or subconsultant on this project.

Proposers Staffing: Proposers must provide the names of staff that will be assigned to the project for approval by the Authority. Staff in management and supervisory roles should have extensive experience on projects of similar size and scope. The Authority reserves the right to interview proposed staff prior to approval. Once assigned to the project, no changes may be made to staff without the consent of the Authority.

Subcontracts: The Proposer is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under this Contract:

- Must be acceptable to the Authority. Previous performance and actions of the proposed subconsultant may be considered by the Authority, and
- To extent possible, provide a list of proposed subconsultants in the proposal and
- Must submit Equal Employment Opportunity form. Approval of the proposed subcontract award cannot be given by the Owner unless and until the Authority approves the proposed subconsultant and proposed subconsultant has submitted the Certification and/or the evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the Proposer is not required to attach such Certification by proposed subconsultants to his bid, the Proposer is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Obligations of the Proposer: At the time of the bid submission, each Proposer will be expected to have inspected the site(s) and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to the Proposal.

All Proposers are specifically instructed to visit the site(s) of the work, to ascertain personally the extent and character of the work to be performed and to familiarize themselves with conditions at the site(s).

Payment for the Work: Partial payments will be made at least once per month based on work performed to date. Proposer agrees to submit monthly payment applications by the 10th day following end of the calendar month for work performed during the calendar month. Payment applications will include all supporting documentation for work performed. Payment applications must be on a SRAA approved application and certification document an AIA G702 form. Retainage will be withheld at a rate of 10% of total payment application.

Disqualification of Proposers: A Proposer shall be considered disqualified for any of the following:

- A. Submitting more than one Proposal from the same partnership, firm, or corporation under the same or different name.
- B. Evidence of collusion among Proposers. Proposers participating in such collusion shall be disqualified as Proposers for any future work of the Owner until such participating Proposer has been reinstated by the Owner as a qualified Proposer.
- C. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
- D. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective Proposer.
- E. Consultant default under previous contracts with the Owner.

- F. Unsatisfactory work on previous contracts with the Owner.
- G. Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.
- H. Failure to submit a unit price for each item of work for which a bid price is required by the Proposal.
- I. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.
- J. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

Sales Tax Exemption

The Authority is exempt from the State of New York sales tax. Also, sales made to consultants, subconsultants or repairmen of materials, supplies or services which are to be incorporated into the completed work as part of this project are exempt from the sales tax. It shall be the consultant's responsibility to comply with all State regulations in regard to this exemption.

Field Office: Office space for the purposes of inspection personnel office activities, and project meetings will be not be provided by the Authority. It is the responsibility of the Proposer to organize and maintain a field office.

Exhibit B
SYRACUSE REGIONAL AIRPORT AUTHORITY
NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

SIGN HERE

Signature of Respondent's Authorized Person

Date

Name of Respondent

Name of Respondent's Authorized Person

Title of Respondent's Authorized Person

Exhibit C

FEDERAL AND NEW YORK STATE GOVERNMENT CONTRACT CLAUSE REQUIREMENTS

Federally Required Contract Clauses (Current as of March 17, 2026)

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in all such grant funded projects and to further require that all consultants engaged by the Authority for such projects include specific contract provisions in all of such consultant's contracts with any sub-recipients or subconsultants. Consultant hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subconsultant engaged by consultant as follows:

ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCES

The Consultant certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal

² Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Proposer or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Proposer or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Proposer or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract.

TITLE VI COMPLIANCE

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all consultants will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subconsultants.

The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND ‘ANTI-KICKBACK’ ACT

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subconsultants are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subconsultant must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subconsultants at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any subconsultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Consultant, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each

employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime consultant is responsible for the submission of copies of payrolls by all subconsultants. Consultants and subconsultants shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime consultant to require a subconsultant to provide addresses and social security numbers to the prime consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the Consultant or subconsultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Consultant or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Consultant or subconsultant shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a consultant and a subconsultant as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/PROPOSER REGARDING DEBARMENT

Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project.

DISADVANTAGED BUSINESS ENTERPRISES (Prime Contracts for Projects Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13) –

The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29) –

The prime consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime consultant receives from Owner. The prime consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subconsultants.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime consultant must not terminate a DBE subconsultant listed in response to the RFP (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime consultant seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent Owner. Unless Owner's consent is provided, the prime consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the prime consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to Owner its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE five days to respond to the prime consultant's notice and advise Owner and the consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the prime consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant certifies by signing this Agreement, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement and all subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement and all subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Consultant certifies that it is aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROCUREMENT OF RECOVERED MATERIALS

Consultant and subconsultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subconsultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the consultant can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

SEISMIC SAFETY

The Consultant agrees to ensure that all work performed under this contract, including work performed by subconsultants, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Consultant. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the

Consultant shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Consultant must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Consultant for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subconsultants and Suppliers; and
4. Reasonable and substantiated expenses to the Consultant directly attributable to Owner's termination action.

Owner will not pay Consultant for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE

The Consultant shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Consultant:

- a.** Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d.** Discontinues the execution of the work, or
- e.** Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f.** Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g.** Allows any final judgment to stand against the Consultant unsatisfied for a period of 10 days, or
- h.** Makes an assignment for the benefit of creditors, or

- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Consultant in default of the contract for any reason above, the Engineer shall immediately give written notice to the Consultant and the Consultant's surety as to the reasons for considering the Consultant in default and the Owner's intentions to terminate the contract.

If the Consultant or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Consultant's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Consultant. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Consultant. If such expense exceeds the sum which would have been payable under the contract, then the Consultant and the surety shall be liable and shall pay to the Owner the amount of such excess.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

New York State Required Contract Clauses (Standard Clauses for NYS Contracts-2023)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all consultants engaged by the Authority for such projects include specific contract provisions in all of such consultant's contracts with any sub-recipients or subconsultants. Consultant hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subconsultant engaged by Consultant as follows:

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Consultant" herein refers to any party other than the State, whether a consultant, licensor, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Consultant or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Consultant or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the

contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Consultant's business entity or enterprise. The State retains its right to approve an assignment and to require that any Consultant demonstrate its responsibility to do business with the State. The Consultant may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Consultant shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its subconsultants shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Consultant agrees that neither it nor its subconsultants shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees

nor the employees of its subconsultants may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Consultant understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Consultant affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Consultant further affirms that, at the time Consultant submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Consultant's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Consultant shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Consultant under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Consultant shall timely inform an appropriate State official, in writing, that said records

should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Consultant certifies and affirms that it is Consultant's equal employment opportunity policy that:

(a) The Consultant will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or

representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Consultant's obligations herein; and

(c) the Consultant shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Consultant will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Consultant. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a consultant or subconsultant with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Consultant will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Consultant for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Consultant must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Consultant certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the consultant to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subconsultant, the prime Consultant will indicate and

certify in the submitted bid that the subconsultant has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the proposal may not be considered responsive. Under Proposer certifications, proof of qualification for exemption will be the responsibility of the Consultant to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Consultant hereby stipulates that the Consultant either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as Proposers, subconsultants and suppliers on its procurement contracts. Information on the availability of New York State subconsultants and suppliers is available from:

NYS Department of Economic Development Division for Small Business
Albany, New York 12245 Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development 633 Third Avenue
New York, NY 10017 212-803-2414
email: mwbecertification@esd.ny.gov <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid or contract, as applicable, Consultants certify that whenever the total bid amount is greater than \$1 million:

- (a) The Consultant has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subconsultants, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Consultant has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Consultant agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Consultant agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Consultant acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Proposers are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Consultant shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Consultant shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the consultant certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Consultant in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONSULTANTS, AFFILIATES AND SUBCONSULTANTS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the consultant fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Consultant in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Consultant certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Proposers/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-benon-responsive-Proposersofferers-pursuant-nys-iran-divestmentact-2012>.

Consultant further certifies that it will not utilize on this Contract any subconsultant that is identified on the Prohibited Entities List. Consultant agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Consultant also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities

List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Consultant in default.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Consultant acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

PROCUREMENT LOBBYING FORM

1. Proposer/Offerer certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

Consultant DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

2. Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract in the previous four years?

___Yes ___No

If “Yes” to the above question, please answer the following question: (Make Notations Clear)

- (a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

___Yes ___No

- (b) If “Yes”, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

___Yes ___No

If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

___Yes ___No

If “Yes” to the above question, provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: (add additional pages if necessary)

4. Proposer/Offerer certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true and accurate.

Name of Proposer/Offerer:

Proposer’s/Offerer’s Business Address:

Proposer’s/Offerer’s Signature:

Date:

*I understand that my signature represents
that I am signing and responding to all
certifications/questions listed above*

Print Name:

Title of Person signing this form: _____

(This form must be completed and submitted with the Proposal.)

**PROPOSER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE
AS DESCRIBED IN SPECIAL PROVISIONS TO THE GENERAL PROVISIONS, SECTION
SP 70-23, SUBSECTION A-16**

The Proposer shall complete the following statement by checking the appropriate boxes.

The Proposer has ____has not ____participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Proposer has ____has not ____submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subconsultants will be obtained prior to award of subcontracts.

If the Proposer has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P.O. Address: _____

Dated: _____

(This form must be completed and submitted with the Proposal.)